



COLUMBIA SHUSWAP REGIONAL DISTRICT

**Golden and District Curling Rink Building
Golden Curling Club Use and Occupancy Agreement**

THIS AGREEMENT dated for reference this _____ day of _____, 2023.

BETWEEN: **COLUMBIA SHUSWAP REGIONAL DISTRICT**
Box 978
SALMON ARM BC V1E 4P1

(hereinafter referred to as the Regional District)

AND: **GOLDEN CURLING CLUB**
PO Box 1856
GOLDEN BC V0A 1H0

(hereinafter referred to as the Club)

WHEREAS the Regional District is the owner of the Golden and District Curling Rink Building (hereinafter referred to as the Facility), located at 1412 9th Street South, Golden, BC.

WHEREAS the Club, including its members, executive members, employees, agents and persons acting on their behalf, would like to exclusively occupy portions of the Facility for the purposes of operating a Curling Association, including the lower floor lobby, ice surface, office, washrooms and storage rooms (hereinafter referred to as the Facility Rental Area and identified in the attached Schedule A of this Agreement).

AND WHEREAS the Club wishes to use the Facility for the purposes of practices, games and bonspiels.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and conditions hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto covenant and agree as follows:

Term

1. The Regional District agrees to grant the Club a licence to occupy and use the Facility Rental Area for a three-year term, commencing April 1, 2023 and expiring on March 31, 2026.
2. The Club will be the exclusive occupant of the Facility Rental Area between September 15 and March 31 in each year of the Agreement.

Extension

3. Upon mutual agreement by both parties, the Term of this Agreement may be extended for an additional two-year period to expire on March 31, 2028. The request to extend the Term for an additional two-year period must be made by written notice by either party on or before September 30, 2025.

Termination

4. Should the Club default in any of the covenants contained herein, the Regional District may terminate this Agreement and retake possession of the Facility Rental Area should the Club fail to rectify such default within ten (10) days of being given Notice to do so.

Termination (cont.)

5. This Agreement may be terminated by the Regional District or the Club upon giving sixty (60) days Notice of its intention to terminate. Upon termination the Club will be entitled to be repaid a portion of the applicable Facility Fee paid in advance for the balance of the period so paid for in advance and during which the full benefits of the Agreement were not realized.

Facility Fee

6. In return for the benefits provided herein and without precedent, the Club will pay to the Regional District a total fee of \$1.00, which the receipt of is hereby acknowledged.
7. In the event that the Club ceases operations with an outstanding debt payable to the Regional District, the Club hereby agrees that all amounts due will be paid immediately upon termination of this Agreement.

Summary of Benefits

8. The Facility Fee will include the following use:
 - a. Exclusive use of the Facility Rental Area (identified in Schedule A) for the period as outlined in Section 2;
 - b. Utilities as identified in Section 14.

Additional Benefits Not Included

9. The Facility Fee does not include the following:
 - a. Internet, telephone or cable television.
 - b. Any other benefit not specifically included in the Facility Fee for which a cost is normally charged at the Facility and set by the most current Rates and Regulation bylaw for the Facility.

Facility Rental Area

10. The Club will use the Facility Rental Area for the sole purpose of operating a curling association. In the event that the Club ceases to operate, all rights to the Facility Rental Area and other benefits provided under this agreement are forfeit.

Facility Shared Space

11. The Club acknowledges the Regional District has a Use and Occupancy Agreement with the Royal Canadian Legion (Legion) for the upper portion of the Facility (as identified in Schedule A). There is a common storage room (identified in pink) on the upper floor that will be shared by both the Club and the Legion.
12. The Club acknowledges that it may request permission from the Legion to utilize the kitchen area of the Facility on occasion and will work directly with the Legion to make provisions for access.

Facility Access and Use

13. The Regional District will issue the Club a key and an alarm code for access to the Facility throughout the Term of this Agreement.
14. The Regional District will provide basic utilities including heat, light, water and electricity and garbage collection in addition to security and fire alarm monitoring for the Facility Rental Area at its expense. All other services installed to the Facility Rental Area will be provided by the Club at its expense.

Facility Access and Use (cont.)

15. The Regional District will ensure the chiller unit is operational for the Club between the third Monday in September and the 31st day of March in the following year, in each year of the agreement.
16. The Club will ensure that the Facility is secured, and the alarm has set upon leaving the Facility unoccupied.
17. The Club accepts that the Facility Rental Area is received in an 'as is' condition and the Regional District has not made any representations, warranties or agreements as to the condition of the Facility Rental Area including the suitability for the Club's purposes.
18. The Club will utilize the Facility Rental Area in a safe, organized manner of a standard equivalent to similar venues and within Facility's policies and rules as determined by the Regional District.
19. The Club will keep the Facility Rental Area clean and will not permit any garbage or objectionable material, as determined by the Regional District, at their sole discretion, to accumulate in or about the Facility Rental Area. The Facility Rental Area will be available to the Regional District for inspection upon reasonable request.
20. The Club accepts responsibility for any damage to the Facility Rental Area directly caused by its use and will cover the cost of remediation work necessary.
21. The Club will post, and will keep posted, on or in the Facility Use Area any notice or sign that the Regional District may require, including postings under the Builder's Lien Act.

Improvements

22. No major renovations or structural improvements whatsoever will take place at the Facility Rental Area without the express authorization of the Regional District.
23. Any alterations, additions, or improvements to the Facility Rental Area undertaken by the Club will be at its sole cost and expense unless agreed to under a separate arrangement between the parties.
24. Any improvements made to the Facility Rental Area by the Club during the Term will, upon non-renewal or termination of this Agreement, become property of the Regional District free and clear of all liens, costs or charges, and the Club will indemnify and save harmless the Regional District from any and all liability whatsoever for such liens, costs and charges. Upon termination and the vesting of such improvements by the Regional District, the Club will have no right to compensation whatsoever for such improvements.
25. Equipment and appliances installed by the Club but not structurally attached or inherent to the Facility may be removed by the Club upon non-renewal or termination of this Agreement.
26. Upon non-renewal or termination of this Agreement, the Regional District may give Notice requiring the Club to remove any improvements made to the Facility Rental Area and the Club agrees upon such Notice to restore the Facility Rental Area to the state in which in was first received. The Club will make good any damage to the Facility Rental Area resulting from the removal of improvements or activities beyond normal use. Reasonable wear and tear from normal use of the Facility Rental Area is acceptable and will not require remediation. Should the Club fail to remove improvements, repair damage and restore the Facility Rental Area to its initial state, the required remediation may be undertaken by the Regional District and invoiced to the Club.

Encumbrances

27. The Club will not mortgage, charge or otherwise encumber its interest in the Facility Rental Area or any other benefits provided under this Agreement.

Facility Damage

28. In case the Facility or any part thereof will at any time during the Term be damaged so as to render the same unfit for the purpose of the Club, the Facility Fee, or a proportionate part thereof according to the nature and extent of the damage sustained, will be suspended and abated until the Facility has been rebuilt or made fit for the purposes of the Club, or at the option of the Regional District the Agreement may be terminated and the Club will cease to be held liable for payment of the Facility Rental Fee except such amounts as have already accrued due, and will be entitled to be repaid any fees paid in advance for the balance of the period so paid for in advance. The Club will not be entitled to any further claim or payment for loss of access to the Facility other than abatement of the Facility Fee or portion thereof as noted.
29. In the event that the Facility is condemned, for any reason, in whole or in part because of the unsafe condition thereof, this Agreement will be considered terminated upon the date of such condemnation, and the Regional District will not be responsible for any loss, damage or expense which the Club may suffer or incur by reason of the same. The Club will be entitled to be repaid a portion of the Facility Fee paid in advance for the balance of the period so paid for in advance.

Indemnity

30. The Club will indemnify and save harmless the Regional District and all of their employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Regional District and the Town of Golden or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with the Club's Use and Occupation of the Facility, or any failure, breach or non-performance by the Club of any obligation of this Agreement, or any wrongful or negligent act of the Club or any employee or agent of the Club.
31. The Regional District will indemnify and save harmless the Club and all of their employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Club or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with the Regional District use of the Facility, or any failure, breach or non-performance by the Regional District of any obligation of this Agreement, or any wrongful or negligent act of the Regional District or any employee or agent of the Regional District.

Insurance

32. The Club will provide and maintain comprehensive general liability insurance, with a company satisfactory to the Regional District, against claims through personal injury, death, or property damage resulting from its Use and Occupancy of the Facility. Such insurance must provide protection in an amount not less than **\$3,000,000** with respect to any one accident or incident. All policies of insurance will include the Regional District and the Town of Golden as additional insured parties, contain a cross liability clause and a 30-day notice of cancellation. A certified copy of such policy will be delivered annually and upon request to the Regional District.

Insurance (cont.)

33. The Club will maintain Tenants Legal Liability insurance on the standard industry "All Risks" basis in an amount not less than **\$1,000,000**.
34. All property of the Club kept or stored in the Facility will be so kept or stored at the sole risk of the Club, and the Club agrees to indemnify the Regional District and save it harmless from any claims arising out of any damage to same, including, without limiting the foregoing, any subrogation claims by the Club's insurers.
35. The Club will also obtain workers' compensation coverage insurance when required, covering all employees of the Club, in accordance with the statutory requirements of the Province of British Columbia and agrees to provide the Regional District with a certified copy of its WorkSafeBC registration. The Club will also ensure that all contractors working on its behalf at the Facility have WorkSafeBC coverage, copies of which are to be provided to the Regional District upon request.

Assignment

36. The Club will not assign nor sublet this Agreement, or any benefit described herein except with the written consent of the Regional District.

Force Majeure

37. Notwithstanding anything to the contrary contained in this Agreement, if any of the parties is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this Agreement by reason of an Event of Force Majeure, the said party will be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act will be extended for a period equivalent to the period of such delay. Every obligation in this Agreement except any payment obligation will be deemed to be subject to an Event of Force Majeure. For the purpose of this Agreement, an Event of Force Majeure means acts of God or public enemy, wars (declared or undeclared), revolution, riots insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or Statutory Authorities including the Regional District, freight embargoes or power failures, or any event or circumstance which reasonably constitutes a material disabling event or circumstance, which is beyond the reasonable control of a party, which does not arise from the neglect or default of a party, and which results in material delay, interruption or failure by a party in carrying out its duties, covenants or obligation under this Agreement, but which does not mean or include any delay caused by a party's lack of funds or financial condition.

Compliance with Laws and Regulations

38. The Club will in the use and occupancy of the Facility Rental Area and Facility, comply with all Local Government, Provincial and Federal legislation relating thereto. Non-compliance with this section will be considered a breach of the Agreement.

Nuisance

39. The Club will not cause nor permit any act or thing to be done at the Facility which is or would constitute a nuisance in the Facility or to the owners or occupiers of any lands or premises adjoining the Facility, or in the vicinity of the Facility, or to the public in general and will indemnify and save harmless the Regional District from any liability therefrom.

Cessation of the Club

40. Should the Club, at any time during the Term, cease to exist as a registered society, then and in that event, its right of use and occupancy and any other rights hereunder will be forthwith terminated, but nevertheless the assets of the Club will be chargeable for any liability remaining unpaid at such time to the Regional District, including any cost related to returning the Facility to its original state.

No Partnership or Joint Venture

41. Nothing contained in this Agreement will be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties or as giving the Club any power or authority to bind the Regional District in any way.

Succession

42. This Agreement will remain in effect after its expiration date to facilitate negotiations for renewal of the Agreement. This succession will be considered a temporary, month-to-month arrangement and continue to be subject to all terms of this Agreement. If attempts to renew the Agreement are unsuccessful, it may be terminated upon ten (10) days Notice to the other parties by the Regional District or the Club

Amendments

43. No amendment, supplement, restatement, or termination of any provision of this Agreement is binding unless it is in writing and signed by the parties to this Agreement at the time of the amendment, supplement, restatement or termination.

Dispute Resolution

44. Should either party to this Agreement be dissatisfied with the performance of the other party or should any dispute arise between the parties in carrying out the requirements of this Agreement, the dissatisfied party will give notice in writing to the other party and will clearly state the cause for complaint.

If the problem is not then settled to the satisfaction of either party, a designate from both parties will meet no less than 30 days following the notice in writing to arrange a solution mutually acceptable to both parties.

45. Failing a satisfactory settlement within five (5) days of the meeting, either party will have the right, upon giving five (5) days' notice in writing to the other party, to refer the dispute to an arbitration process which will be chaired by a mutually agreed-to arbitrator.

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the arbitrator will do so. The decision of the arbitrator, with respect to an interpretation or alleged violation of this Agreement, will be final and binding upon the Parties. Both parties will bear one-half of the expenses remitted by the arbitrator regardless of decision outcome

Notices

46. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. Any of the parties may, from time to time, advise the other by notice in writing, of any change of address of the party, giving such notice and from and after the giving of such address specified therein this will, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

The addresses for delivery will be as follows:

Columbia Shuswap Regional District
PO Box 978
Salmon Arm, BC V1E 4P1
c/o Manager of Operations Management
Email: dmooney@csrd.bc.ca
Phone: 250.833.5938

Golden Curling Club
PO Box 1856
Golden, BC V0A 1H0
c/o Brett Salmon
Club President
Email: bsalmon53@icloud.com
Phone: 250.344.5049

Entire Agreement

47. This Agreement will be deemed to constitute the entire Agreement between the Regional District and the Club with respect to the matter herein and will supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

Peaceful Surrender

48. The Club will upon non-renewal at the expiration of the term or sooner if the Agreement is terminated as provided herein, immediately surrender the Facility Rental Area and all other benefits in a peaceful manner.

Waiver

49. No waiver by any of the parties of any breach by the other parties of any covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

Miscellaneous

50. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of the Agreement.
51. In this Agreement, wherever the singular or masculine is used, it will be construed as if the plural or feminine or body corporate, had been used where the context of the parties hereto so require.

Miscellaneous (cont.)

- 52. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
- 53. The invalidity of any provision of this Agreement or part thereof will not affect the remainder of this Agreement or such provision.
- 54. This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax or any other form of electronic transmission.
- 55. This Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the law of British Columbia.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto:

COLUMBIA SHUSWAP REGIONAL DISTRICT

GOLDEN CURLING CLUB

CHIEF ADMINISTRATIVE OFFICER
(CAO)

Club President

Club President Name (please print)

Witness Signature

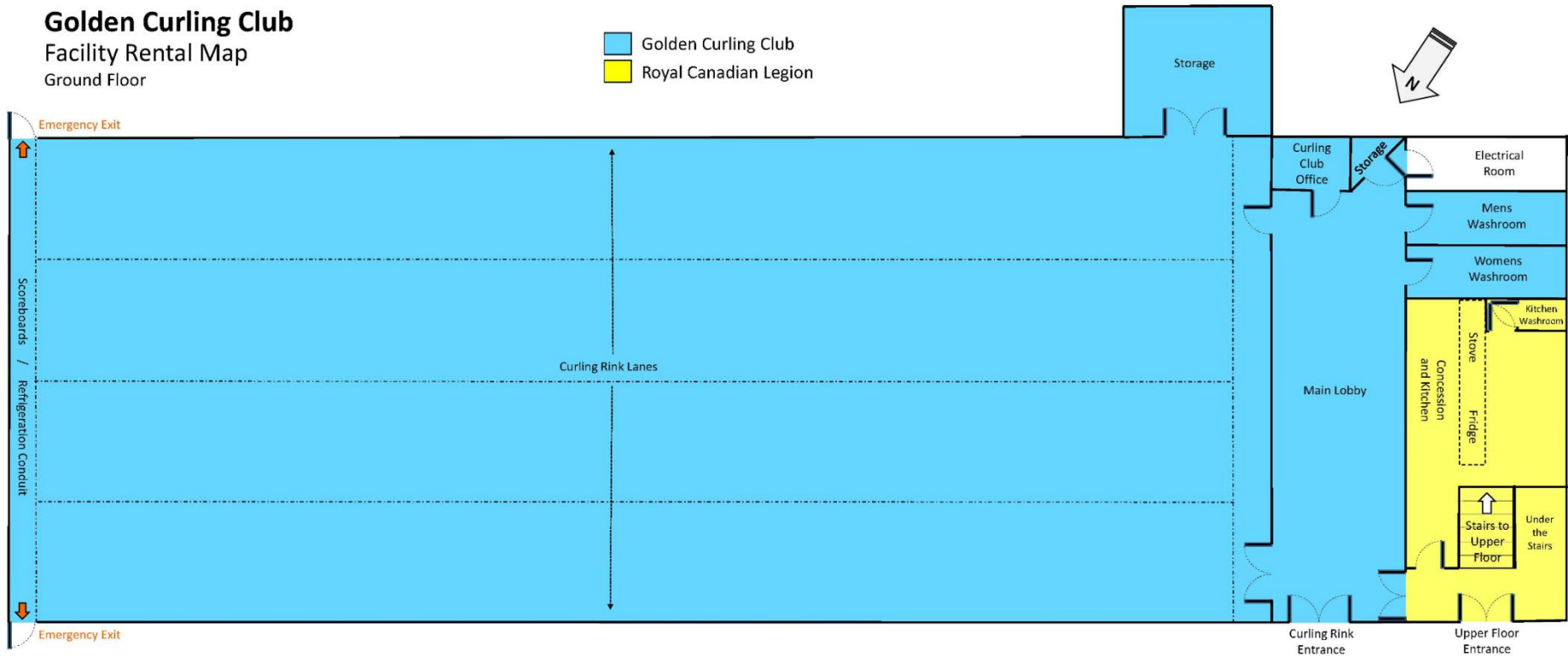
Witness Name (please print)

Witness Address

Schedule A
Facility Rental Area

Golden Curling Club
Facility Rental Map
Ground Floor

- Golden Curling Club
- Royal Canadian Legion



Schedule A (cont.)

Facility Rental Area

Golden Curling Club

Facility Rental Map

Upper Floor

